

# EXHIBIT C

**Teamsters Local Union No. 700**

Affiliated With International Brotherhood of Teamsters  
1500 S. Mount Prospect Road – Des Plaines, Illinois 60018  
Telephone: (847) 827-0001 – Fax: (847) 827-0020

Law Enforcement Division  
Receives - 2020-016

We serve



and Protect

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**GRIEVANCE FORM****Step 1**

Grievant's Name (Last, First, MI) <b>MOORE, MICHAEL E.</b>		Badge # <b>15276</b>	Division/Shift <b>VIC/3rd</b>
Incident Date: <b>28 APR 20</b>	Contract Section Violated: <b>2.2</b>	Presented to: <b>CONTRACTUAL PARTIES</b>	First Submission Date: <b>28 APR 20</b>

Basis of Grievance: (Attach additional documentation, if any. Explain violation of the contract and the remedy sought.)

**IN SUMMARY: NOW COMES GRIEVANT TO TIMELY AND APPROPRIATELY COMPLAINING AS REGARDS THE JOINT EMPLOYER AND IT'S COMPLICIT AGENTS BEING IN BLATANT AND EXPRESS VIOLATION AS REGARDS (THEM AND EACH OF THEM) EXPLICITLY VIOLATING THE INTJUNCTIVE RELIEF GRANTED BY A FEDERAL JUDGE PRESIDING OVER A COURT OF COMPETENT JURISDICTION, TO WIT, : COOK COUNTY JAIL INMATES ARE (AS MAY BE CORROBORATED BY APPROPRIATE RESORT TO RELEVANT VIDEO) CONTINUING TO BE ALLOWED TO VIOLATE (BOTH IN PRINCIPLE AND IN PRACTICE) JUDICIALLY ORDERED (PURSUANT TO JUDGE MADE LAW "ENACTED" ON 27 APR 20 IN THE FORM OF DECLARATORY AND INTJUNCTIVE RELIEF) SOCIAL DISTANCING REQUIREMENTS WHILE REGULARLY CONGREGATING WITHIN JAIL "DAYROOMS." CORRESPONDINGLY, THE ABOVE PRACTICE PATENTLY VIOLATES CBA 2.2 (IN RELEVANTLY HIGHLIGHTED PART) AS WELL AS THE SHERIFF'S OWN PUBLISHED AND ATTACHED CONDUCT POLICY (INsofar AS IT'S RELEVANTLY HIGHLIGHTED PARTICULAR) IS CONCERNED).**

Receiving Supervisor Signature:	Date: _____
Grievant's Signature:	Date: <b>28 Apr 20</b>
Union Rep. Signature (optional): _____	Date: _____

Step \_\_\_ Disposition/Employer's Response:

Employer's/Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Step \_\_\_ Disposition/Employer's Response:

Employer's/Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Advanced to Step 3: YES NO  
Advanced to Step 4: YES NO

Grievant/Union Rep's Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
Grievant/Union Rep's Initials: \_\_\_\_\_ Date: \_\_\_\_\_



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Basis of Grievance: (Attach additional documentation, if any. Explain violation of the contract and the remedy sought.)

REMEDIES SOUGHT INCLUDE BUT ARE NOT CIRCUMSCRIBED BY ① ANY AND ALL AS MAY BE CONTRACTUALLY APPROPRIATE; ② APPROPRIATE POST HASTE UNION/ CBR NOTIFICATION TO THE FEDERAL COURT OF RECORD THAT ITS JUDICIAL DEGREE HAS BEEN, IS, AND WILL BE VIOLATED (BOTH IN PRINCIPLE AND PRACTICE) SANS JUDICIAL APPROVAL OR EXCEPTION; ③ THE IMMEDIATE ENACTION OF AN APPROPRIATE "HOUR OUT" DAYROOM PROTOCOL WHICH WILL FORCE INMATE SOCIAL DISTANCING COMPLIANCE BY ONLY ALLOWING SOLITARY INMATES TO OCCUPY THE DAY ROOM ON A SEQUENTIALLY ROTATING BASIS (WHICH WILL ACCOMMODATE THE ENTIRE HALF TIER OF TWENTY-FOUR (24) INMATES ON A DAILY BASIS), NO FURTHER, AT THIS JUNCTURE.

Receiving Supervisor Signature: _____	Date: _____
Grievant's Signature:  <b>15276</b>	Date: <b>28 Apr 20</b>
Union Rep. Signature (optional): _____	Date: _____

Step \_\_\_ Disposition/Employer's Response:

Employer's/Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Step \_\_\_ Disposition/Employer's Response:

Employer's/Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Advanced to Step 3: YES NO  
Advanced to Step 4: YES NO

Grievant/Union Rep's Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
Grievant/Union Rep's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

assigned duties and responsibilities, or make changes in assigned duties and responsibilities. However, any such changes in existing positions will be discussed with the Union prior to implementation.

- E. The Employer has the right to enter into mutual aid and assistance agreements with other units of government.
- F. The Employer has the right to establish standards to which force, including deadly force, can be used.

The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the employer in situations of civil emergency as may be declared by the employer. It is the sole discretion of the employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions, or other circumstances beyond the control of the employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities. Upon completion of the emergency assignment, the Officer shall be returned to his original assignment immediately.

#### **Section 2.2 Employer Obligation:**

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law. It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

#### **Section 2.3 Union and Employer Meetings:**

##### **A. Department of Corrections:**

For the purpose of conferring on and resolving matters of Union and Employer interest, within the Department of Corrections, which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet monthly through their designated Representatives. The Union designated Representatives will be comprised of the Union Business Representatives, the Chief Union Representative and seven (7) Department of Corrections Union Representatives. Either party may invite additional an employee to any labor/management meeting to address a specific issue. Such invited person shall only attend during the discussion of the issue for which he/she was invited.

A written agenda will be prepared by and submitted by the Union and Employer. Each agenda will be prepared and distributed to each side one week prior to the meeting date. Matters taken up in the scheduled meetings will be confined to the agenda.

Minutes from the Union and Employer meetings will be prepared and approved by the Union's and Employers' designated Representatives. Upon approval of the meeting minutes, copies will be distributed to the Union and to the Employer. Additional copies will be distributed to the Sheriff and the Director.

##### **B. Department of Community Supervision and Intervention and Department of Cook County Sheriffs Boot Camp and Department of Women's Justice:**



#### 101.1.1 ISSUANCE/EFFECTIVE DATE

This policy was re-issued on Aug. 1, 2018 and shall become effective upon issuance (operational updates).

#### 101.2 POLICY

Members of the Sheriff's Office shall conduct themselves in a professional and ethical manner, both on- and off-duty. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning member conduct. Every member is also subject to the provisions contained throughout this policy and applicable written directives, as well as any additional guidance on conduct that may be disseminated by the Sheriff's Office or the member's supervisors.

#### 101.3 COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS

Members shall respect and protect the civil and legal rights of all individuals; uphold the constitutions of the United States and the State of Illinois; obey all applicable federal, state and local laws; comply with court decisions and orders of courts having jurisdiction; and comply with lawful rules, written or verbal orders, Sheriff's Office Employment Action Manual (SEAM) articles, and policies and procedures issued by the Sheriff's Office or any supervisor.

#### 101.4 CONDUCT POLICY

The continued employment or retention of every Sheriff's Office member shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure of any member to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action, up to and including termination.

A member's off-duty conduct shall be governed by this policy to the extent that it is related to any act that may affect or arise from the member's ability to perform official duties, or to the extent that it may be indicative of unfitness for his/her position.

#### 101.5 CONDUCT THAT MAY RESULT IN DISCIPLINE

The following list of causes for disciplinary action constitutes a portion of the disciplinary standards of the Sheriff's Office. This list is not intended to cover every possible type of